

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF REAL PROPERTY  
AND JOINT ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT ("Amendment") to Agreement for Purchase of Real Property and Joint Escrow Instructions ("Agreement") between Boeing Realty Corporation, a California corporation ("Seller") and Frito-Lay, Inc., a Delaware corporation ("Buyer") is made as of this 12th day of July, 1999 between Seller and Buyer in order to amend the Agreement in the manner set forth herein.

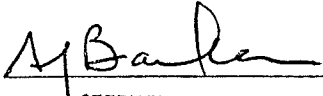
For valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller agree to amend the Agreement as follows:

1. Seller's Obligations. Seller's obligations related to the completion of grading and utilities and replacement of fill shall be extended to July 30, 1999.
2. Feasibility Period. The Feasibility Period as described in Section 4.3.1. shall be extended to July 30, 1999.
3. Closing Date. The date for the Closing shall be extended to not later than August 6, 1999.

IN WITNESS WHEREOF, Buyer and Seller have entered into this Amendment as of the date first set forth above.


**SELLER:**

**BOEING REALTY CORPORATION, a California corporation**

By:   
Name: STEPHEN J. BARKER  
Title: DIRECTOR-BUSINESS OPERATIONS  
Date: July 12, 1999

**PURCHASER:**

**FRITO-LAY, INC., a Delaware corporation**

By:   
Name: Richard J. Calamari  
Title: Vice President, Engineering  
Date: July 12, 1999

OA991610.003

07-13-1999 02:11:11 PM

*min 2/18*